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14 MICHAEL GRECCO PRODUCTIONS, INC.

15
16 UNITED STATES DISTRICT COURT
17
18 CENTRAL DISTRICT OF CALIFORNIA

19 MICHAEL GRECCO PRODUCTIONS, INC., a
20 California corporation,

21 Plaintiff,

22 vs.

23 SHUTTERSTOCK, INC., a Delaware
corporation; KOBERT MEDIA, an unknown
24 entity, dba VOLLEYPOST; and DOES 1-10,
inclusive,

25 Defendants.
26
27
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Case No. **2:19-cv-01153 DMG AFM(x)**

STIPULATED PROTECTIVE ORDER

Assigned to the Hon. Dolly M. Gee

Action Filed: February 14, 2019

1. INTRODUCTION TO STIPULATED PROTECTIVE ORDER¹

1.1 Purposes and Limitations

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1.2 Good Cause Statement

This action is likely to involve trade secrets, customer and user information, unpublished editorial information, and other valuable commercial, financial, editorial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, the parties' confidential business or financial information, information regarding the parties' confidential business practices, or other confidential commercial information (including information implicating privacy rights of third parties such as Shutterstock's users and/or contributors of information to Shutterstock and Volleypost), unpublished editorial and/or documentary information obtained by the parties, or each of them, in the course of gathering information for dissemination to the public, information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, federal and state constitutions, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 information the parties are entitled to keep confidential, to ensure that the parties are permitted
2 reasonable necessary uses of such material in preparation for and in the conduct of trial, to address
3 their handling at the end of the litigation, and serve the ends of justice, a protective order for such
4 information is justified in this matter. It is the intent of the parties that information will not be
5 designated as confidential for tactical reasons and that nothing be so designated without a good
6 faith belief that it has been maintained in a confidential, non-public manner, and there is good
7 cause why it should not be part of the public record of this case.

8 1.3 Acknowledgment of Procedure for Filing Under Seal

9 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
10 Protective Order does not entitle them to file confidential information under seal; Local Civil Rule
11 79-5 sets forth the procedures that must be followed and the standards that will be applied when a
12 party seeks permission from the court to file material under seal.

13 There is a strong presumption that the public has a right of access to judicial proceedings
14 and records in civil cases. In connection with non-dispositive motions, good cause must be shown
15 to support a filing under seal. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172,
16 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002),
17 *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
18 protective orders require good cause showing), and a specific showing of good cause or
19 compelling reasons with proper evidentiary support and legal justification, must be made with
20 respect to Protected Material that a party seeks to file under seal. The parties' mere designation of
21 Disclosure or Discovery Material as CONFIDENTIAL does not—without the submission of
22 competent evidence by declaration, establishing that the material sought to be filed under seal
23 qualifies as confidential, privileged, or otherwise protectable—constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion or trial, then compelling
25 reasons, not only good cause, for the sealing must be shown, and the relief sought shall be
26 narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors*
27 *Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or
28 thing sought to be filed or introduced under seal in connection with a dispositive motion or trial,

1 the party seeking protection must articulate compelling reasons, supported by specific facts and
2 legal justification, for the requested sealing order. Again, competent evidence supporting the
3 application to file documents under seal must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in its entirety
5 will not be filed under seal if the confidential portions can be redacted. If documents can be
6 redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or
7 otherwise protectable portions of the document, shall be filed. Any application that seeks to file
8 documents under seal in their entirety should include an explanation of why redaction is not
9 feasible.

10 2. DEFINITIONS

11 2.1 Action: The instant pending federal action, *i.e.*, *Michael Grecco Productions, Inc.*,
12 *v. Shutterstock, Inc. et. al.*, C.D. Cal. Case No. 2:19-cv-01153 DMG AFM(X)

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
16 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
17 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
19 staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or items that
21 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of the
23 medium or manner in which it is generated, stored, or maintained (including, among other things,
24 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
25 responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
27 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
28 consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action. House
2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association or other legal
4 entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
6 Action but are retained to represent or advise a party to this Action and have appeared in this
7 Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that
8 party, and includes support staff.

9 2.11 Party: any party to this Action, including all of its officers, directors, employees,
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this Action.

13 2.13 Professional Vendors: persons or entities that provide litigation support services
14 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
15 organizing, storing, or retrieving data in any form or medium) and their employees and
16 subcontractors.

17 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
18 “CONFIDENTIAL.”

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
20 Producing Party.

21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not only Protected Material
23 (as defined above), but also (1) any information copied or extracted from Protected Material;
24 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
25 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the trial judge.
27 This Order does not govern the use of Protected Material at trial.
28

1 4. DURATION

2 Once a case proceeds to trial, information that was designated as CONFIDENTIAL or
3 maintained pursuant to this protective order used or introduced as an exhibit at trial becomes
4 public and will be presumptively available to all members of the public, including the press,
5 unless compelling reasons supported by specific factual findings to proceed otherwise are made to
6 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good
7 cause” showing for sealing documents produced in discovery from “compelling reasons” standard
8 when merits-related documents are part of court record). Accordingly, the terms of this protective
9 order do not extend beyond the commencement of the trial.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
12 or Non-Party that designates information or items for protection under this Order must take care
13 to limit any such designation to specific material that qualifies under the appropriate standards.
14 The Designating Party must designate for protection only those parts of material, documents,
15 items or oral or written communications that qualify so that other portions of the material,
16 documents, items or communications for which protection is not warranted are not swept
17 unjustifiably within the ambit of this Order.

18 Mass, indiscriminate or routinized designations are prohibited. Designations that are
19 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
20 unnecessarily encumber the case development process or to impose unnecessary expenses and
21 burdens on other parties) may expose the Designating Party to sanctions.

22 If it comes to a Designating Party’s attention that information or items that it designated
23 for protection do not qualify for protection, that Designating Party must promptly notify all other
24 Parties that it is withdrawing the inapplicable designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
26 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
27 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
28 designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a

1 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
2 in accordance with the provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
5 confidentiality at any time that is consistent with the Court's Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
7 process under Local Rule 37-1 et seq.

8 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
9 stipulation pursuant to Local Rule 37-2.

10 6.4 The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass
12 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party
13 to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality
14 designation, all parties shall continue to afford the material in question the level of protection to
15 which it is entitled under the Producing Party's designation until the Court rules on the challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
18 or produced by another Party or by a Non-Party in connection with this Action only for
19 prosecuting, defending or attempting to settle this Action. Such Protected Material may be
20 disclosed only to the categories of persons and under the conditions described in this Order. When
21 the Action has been terminated, a Receiving Party must comply with the provisions of section 13
22 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a location and in
24 a secure manner that ensures that access is limited to the persons authorized under this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
26 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
27 information or item designated "CONFIDENTIAL" only to:
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
3 information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the Receiving
5 Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
7 reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement
8 to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
12 whom disclosure is reasonably necessary for this Action and who have signed the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a custodian or
15 other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to
17 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the
18 witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any
19 confidential information unless they sign the "Acknowledgment and Agreement to Be Bound"
20 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
21 transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be
22 separately bound by the court reporter and may not be disclosed to anyone except as permitted
23 under this Stipulated Protective Order; and

24 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed
25 upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that
5 Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include a
7 copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in
9 the other litigation that some or all of the material covered by the subpoena or order is subject to
10 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
11 and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the
15 subpoena or court order shall not produce any information designated in this action as
16 “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued,
17 unless the Party has obtained the Designating Party’s permission. The Designating Party shall
18 bear the burden and expense of seeking protection in that court of its confidential material and
19 nothing in these provisions should be construed as authorizing or encouraging a Receiving Party
20 in this Action to disobey a lawful directive from another court.

21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
22 LITIGATION

23 (a) The terms of this Order are applicable to information produced by a Non-Party in
24 this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
25 connection with this litigation is protected by the remedies and relief provided by this Order.
26 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
27 additional protections.
28

1 (b) In the event that a Party is required, by a valid discovery request, to produce a
2 Non-Party's confidential information in its possession, and the Party is subject to an agreement
3 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and the Non-Party that
5 some or all of the information requested is subject to a confidentiality agreement with a Non-
6 Party;

7 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
8 Order in this Action, the relevant discovery request(s), and a reasonably specific description of the
9 information requested; and

10 (3) make the information requested available for inspection by the Non-Party,
11 if requested.

12 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
13 receiving the notice and accompanying information, the Receiving Party may produce the Non-
14 Party's confidential information responsive to the discovery request. If the Non-Party timely
15 seeks a protective order, the Receiving Party shall not produce any information in its possession
16 or control that is subject to the confidentiality agreement with the Non-Party before a
17 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
18 burden and expense of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
21 Material to any person or in any circumstance not authorized under this Stipulated Protective
22 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
23 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
24 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made
25 of all the terms of this Order, and (d) request such person or persons to execute the
26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.
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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently
4 produced material is subject to a claim of privilege or other protection, the obligations of the
5 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
6 provision is not intended to modify whatever procedure may be established in an e-discovery
7 order that provides for production without prior privilege review. Pursuant to Federal Rule of
8 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
9 communication or information covered by the attorney-client privilege or work product
10 protection, the parties may incorporate their agreement in the stipulated protective order submitted
11 to the court.

12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
14 seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
16 Order, no Party waives any right it otherwise would have to object to disclosing or producing any
17 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
18 no Party waives any right to object on any ground to use in evidence of any of the material
19 covered by this Protective Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
21 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under
22 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If
23 a Party's request to file Protected Material under seal is denied by the court, then the Receiving
24 Party may file the information in the public record unless otherwise instructed by the court.

25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a
27 written request by the Designating Party, each Receiving Party must return all Protected Material
28 to the Producing Party or destroy such material. As used in this subdivision, "all Protected

1 Material” includes all copies, abstracts, compilations, summaries, and any other format
2 reproducing or capturing any of the Protected Material. Whether the Protected Material is
3 returned or destroyed, the Receiving Party must submit a written certification to the Producing
4 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that
5 (1) identifies (by category, where appropriate) all the Protected Material that was returned or
6 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
7 compilations, summaries or any other format reproducing or capturing any of the Protected
8 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
9 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
10 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
11 consultant and expert work product, even if such materials contain Protected Material. Any such
12 archival copies that contain or constitute Protected Material remain subject to this Protective
13 Order as set forth in Section 4 (DURATION).

14 14. VIOLATION

15 Any violation of this Order may be punished by appropriate measures including, without
16 limitation, contempt proceedings and/or monetary sanctions.

17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18
19 DATED: September 20, 2019

20 ONE LLP
21 PETER R. AFRASIABI
22 JENNY S. KIM

23 By: /s/Peter R. Afrasiabi

24 Attorneys for Plaintiff
MICHAEL GRECCO PRODUCTIONS, INC.

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28 ///

1 DATED: September 20, 2019

2 DAVIS WRIGHT TREMAINE LLP
3 SCOTT R. COMMERSON
4 BRENDAN CHARNEY

5 By: /s/Scott R. Commerson

6 Attorneys for Defendants
7 SHUTTERSTOCK, INC. and VOLLEYPOST

8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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10 DATED: September 24, 2019

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13 HON. ALEXANDER F. MacKINNON
14 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Michael Grecco Productions, Inc., v. Shutterstock, Inc, et. al.*, C.D. Cal. Case No. 2:19-cv-01153 DMG AFM(X). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____